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ABSTRACT

This agreement between the Board of Waubonsee Community College (Junior College District 516) and Waubonsee Community College Faculty Federation Local 2065 covers a 1-year period, 1972-1973. Articles of the agreement cover: Federation recognition and definitions, Federation-Board relations, Federation activities, academic freedom and democracy in public college education, salary and rates of pay, insurance and fringe benefits, conditions of employment, leaves, grievance procedure, scope of agreement, conformity to law-saving clause, management rights clause, entire agreement clause, procedures for future negotiations, and duration. (MJM)

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AGREEMENT

ONE YEAR AGREEMENT BETWEEN

THE BOARD OF WAUBONSEE COMMUNITY COLLEGE

(JUNIOR COLLEGE DISTRICT 516)

AND

WAUBONSEE COMMUNITY COLLEGE

FACULTY FEDERATION LOCAL #2065

HE004994

1972-1973

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PREAMBLE

This Agreement is entered into by and between the Board of Junior College District No. 516, State of Illinois, hereinafter referred to as the "Board," and the Waubonsee Community College Faculty Federation Local #2065, hereinafter referred to as the "Federation," as the exclusive bargaining agent for the faculty members in the bargaining unit.

ARTICLE I

FEDERATION RECOGNITION AND DEFINITIONS

A. Recognition. The Board of Junior College District No. 516 recognizes the Waubonsee Community College Faculty Federation as the exclusive bargaining representative for all full-time faculty members, regarding salaries, fringe benefits, and working conditions.

B. Definition of Terms.

1. The term "College" refers collectively to all educational facilities or academic locations of the Board, and the administrative offices thereof.

2. The term "Federation Representative" as used in this Agreement means any elected or appointed representative of the Federation.

3. The term "Federation President" refers to the elected head of the Federation or his elected alternate.

4. Whenever the singular is used in this Agreement, it shall include the plural.

5. The term "faculty member" means a person in the bargaining unit employed full-time by the College as an assigned instructor and includes librarians, counselors and division chairmen.

ARTICLE II

FEDERATION-BOARD RELATIONS

A. Meeting with Faculty Members or Faculty Organizations. This Agreement shall not be construed to prevent any Board official or administrator from meeting with any faculty member, or the Faculty Federation, for the purpose of hearing their views and proposals except that as to meetings to discuss subjects of collective bargaining, the Federation President shall be informed in writing at least 24 hours in advance of the meeting and as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the Federation.

B. Federation Membership and Nondiscrimination. Membership in the Federation or in any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, tenure, or continuity of employment or in promotional or any other opportunities because of an employee's membership or lawful organizational activities in the Federation or in any other employee organization or his refusal to join any such organization or to participate in any such activities. The Federation, within the framework of its written constitution, agrees not to discriminate against any member of the bargaining unit because of an employee's membership or lawful organizational activities in the Federation or in any other employee organization or his refusal to join any such organization or to participate in any such activities.

C. Rights and Benefits of Faculty Members. Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made part of the Federation contract or any individual faculty member's contract of employment with the Board. In the event of conflict between the terms of the faculty member's individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to faculty members. All new faculty members shall be given a copy of this Agreement, Faculty Handbook and faculty insurance information. Present faculty members shall be given a copy of this Agreement prepared at Board expense.

D. Federation-Administration Meetings. The College president or his designated representative shall meet with no more than five representatives of the Federation within one school day at the request of either party to discuss matters relating to this Agreement. Such meetings will not be scheduled during members scheduled class time without the mutual consent of both parties.

E. Information to Federation. The Board shall make available to the Federation, upon formal request by the Federation, any and all information, statistics and records which are relevant to negotiations, or necessary for the processing of a grievance or the enforcement of the terms of this Agreement. Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished to the Federation unless and until they have been made public documents by Board action.

F. Review of Forms. The language of all present and future forms used to carry out the provisions of this Agreement shall be subject to review and recommendation by the Federation, so that the language of such forms shall conform to this Agreement.

G. Board Meetings. The Federation will be supplied three copies of the agenda at the same time copies are supplied to the Board in advance of each regular or special meeting of the Board. One copy will be posted, at the same time, on the three faculty bulletin boards. If the agenda supplied does not include all Board reports, the president shall make available to the president of the Federation or his designee at the beginning of the Board meeting all additional reports and recommendations. The president of the Federation or his designee shall be accorded the privilege of speaking at Board meetings on matters which are proper subjects of collective bargaining.

H. New Programs. The Board and/or administration shall consult with the Federation on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of policy, which are proposed or under consideration. The Federation will give active support for tax referendums, legislation bills and other similar items that will be beneficial to the College.

I. Precedence of Agreement. If there is any conflict between this Agreement and Board rules, policies and procedures, a committee of both parties, upon the signing of this contract by the Board, shall be designated to resolve the differences.

J. Federation representatives may be members of any selection committee or screening group considering appointments to the positions of the College president or dean of instruction or other educational supervisory personnel.

K. There shall be no decrease in the size of the faculty during the term of this Agreement. This is not intended to negate legitimate retrenchment at the end of this contract year.

ARTICLE III

FEDERATION ACTIVITIES

A. Released Time for Meetings. When the president or his designee and representatives of the Federation meet to discuss items in the Agreement, said representatives attending such meetings shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

B. Class Schedules for Federation Representatives. Classes and other duties for Federation representatives will be scheduled in such a way as to maximize the time available for the performance of the representatives' duties.

C. Bulletin Boards and Mailboxes

1. Bulletin Boards. The Federation shall be provided eight (8) square feet of bulletin board space adjacent to the three sets of mailboxes for the posting of notices and other materials relating to Federation activities. The bulletin boards allocated shall be identified with the name of the Federation -- Waubonsee Community College Faculty Federation -- and only the Federation representative or his faculty member designee at the College shall have the authority to post or remove material on the bulletin boards.

2. Mailboxes. The Federation President or his faculty member designee shall have the right to place Federation material in the mailboxes of the faculty members.

D. Federation Meetings. On twenty-four (24) hours notice to the College president or his designee, the Federation President or designee shall have the right to schedule meetings during normal operating hours in the building or buildings of the College provided no meetings of the faculty have been scheduled by the College president for the same time, and provided that no faculty member shall be released from his scheduled classes for such meetings. After a Federation meeting has been scheduled, no new meetings involving faculty members shall be scheduled or held at the same time, and the President shall so inform the faculty.

E. Faculty Use of Facilities and Equipment. The faculty shall have the right to use College facilities and equipment when they are not otherwise in use when approved by the representative division chairman for that facility or building. Faculty members are expected to observe reasonable College regulations established for purposes of security and safety.

ARTICLE IV

ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION

A. The AAUP 1940 statement on Academic Freedom and Joint Statement on Rights and Freedoms of Students shall be the guidelines of this Article. A further clarification and elaboration of these statements follows:

1. Democracy in Public Education. The Board and the Federation recognize and agree that while democratic principles should obtain in every American school system, a suburban college must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties and facilities are more than aspirations.

2. Non-Discrimination. The Board and the Federation shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Federation on the basis of race, creed, color, national origin, sex or marital status or membership or participation in, or association with the lawful activities of any organization, unless that organization is listed as a subversive organization by the U. S. Attorney General's office.

3. Academic Freedom

   a) The faculty member is entitled to freedom in the classroom in discussing his subject. He shall introduce into his teaching only such controversial matter as is directly related to his teaching subject.

   b) Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content and textbooks as outlined in the faculty handbook. This reference reads as follows:

   Textbook Selection - The division chairman will call a division faculty committee to review proposed new textbooks and may require each committee member to submit a written evaluation.

   The recommendation of the division chairman, along with any written faculty evaluations, will be submitted to the dean of instruction for his review. After endorsement by the dean of instruction and the recommendation of the president, final approval will be made by the Board of Trustees. Instructors will try to retain a textbook for a reasonable period of time.

   Courses and Programs (see Curriculum and Instructional Council) The Curriculum and Instructional Council serves as an advisory body to the dean of instruction, as a policy and procedure recommending body, and has a significant role in the development and modification of the College curriculum. The Council membership consists of the dean of instruction, assistant deans of instruction, division chairmen, two counselors, one faculty member from each division, and three representatives of the regular students. The scope of the program with which the Council is concerned includes curriculum development (courses and programs), articulation, instructional supervision, classroom procedures, scheduling procedures and instructional facilities. The Council shall annually elect their own chairman and the dean of instruction shall serve as their executive secretary.

ARTICLE V

SALARY AND RATES OF PAY

A. Placement on Salary Schedule

1. Faculty with regular load. The salary schedule for all faculty members appears in the appendix and shall be effective at the beginning of the summer session, 1972.

2. Placement on salary schedule. The employment contract submitted to a prospective faculty member shall include his proposed placement on the salary schedule. This proposed placement on the salary schedule, after consultation with the faculty member, division chairman and the dean of instruction, shall be recommended by the president to the Board. Salary placement of faculty members shall be according to the following minimum schedule:

   a) To qualify college credits for salary placement purposes, official transcripts from institutions above the high school level must be filed in the president's office. Other experience and qualifications must be documented.

   b) Military credit is limited to two years, members being placed on the salary schedule for the first time being given credit for no more than six years of teaching below the college level, including military but up to ten years including military if at least five years has been as a full-time college instructor. However, at the discretion of the Board additional placement credit may be granted if circumstances warrant doing so. This provision is to be retroactive for all faculty members.

3. Advancement. A faculty member will be advanced in the scale for which he qualified one step for each complete year of service until he reaches the maximum salary for his scale contingent upon satisfactory performance.

   a) Satisfactory completion of upper division courses or equivalents or college courses approved by the dean of instruction earned subsequent to employment at Waubonsee will be used in determining advancement on the salary schedule. On the basis of evidence supplied and documented a faculty member shall be reclassified to the scale for which he becomes qualified. He is entitled to be reclassified at the end of each semester. Extenuating circumstances may allow this reclassification at an earlier date.

   b) The faculty member's yearly contract will specify salary and position on the scale. All extracurricular payments will also be specified.

c) Regression on the salary scale shall not occur after initial placement unless an error is found within a reasonable period of time not to exceed one contract year or unless a falsification of records occurs.

4. Substitutes. Faculty members who substitute for another faculty member will be paid at the rate of $275 prorated per teaching load. The substitution must be approved by the dean of instruction. Monitoring or proctoring a class, showing a film, giving a test and other non-preparatory coverages are not included in this substitute pay schedule.

5. Summer School. Summer school pay for 1972 shall be at the rate of $275 per semester hour equivalent. Full-time instructors in the order of tenured, non-tenured, newly employed, will be given preference over part-time instructors in assignment of classes up to May 15, upon written request by the instructor.

If a class is canceled, the College will give preference to the full-time instructor if any vacancy exists or arises in his teaching field.

An instructor will be entitled to one day sick leave absence per course, non-accumulative, with no pay deduction. Contractual accumulated sick leave can be used on a prorated basis for additional summer school illness, in the ratio of one absence of summer school equals 1/2 day of regular sick leave.

These guidelines of employment will be used in the staffing of 1973 summer school faculty.

6. Overload. Overload is to be classified as voluntary overload or required overload as shown below:

a) Voluntary Overload. Voluntary overload includes all classes taught by the instructor beyond the 16 semester hour equivalent load per semester or exceeding the 30 hour load for the year which are voluntarily requested by the instructor.

Payment shall be at the rate of 1/30 x the overload x the master degree base. (Instructors on the bachelor column would be paid on the bachelor degree base.)

b) Required Overload. Required overload is that portion of the teaching load exceeding 16 semester hour equivalent per semester or 30 per year which is assigned by the dean of instruction in order to complete the instructor's normal load.

A required overload can also be the load beyond the regular load which is assigned by the dean of instruction after he notifies the instructor in writing that he has no full-time or part-time instructor available to teach the course and, thereby, requests the instructor to teach the additional load.

Payment for a required overload shall be at the rate determined by overload x 1/30 x the instructor's salary (a verbal contact or a written memorandum asking the instructor if he desires to teach an extra course is not to be interpreted as a required overload).

7. Pay Periods. Pay periods shall be twice a month. Payments may be on a 20-pay plan or a 24-pay plan. Salary payments will be made on the fifteenth and last day of the month, or the closest working day prior to each.

8. Annual Salary Guarantee. The salary in the appendix shall not be reduced by any change made in the academic college calendar.

9. Retroactive Pay Clause. All salary agreements agreed to in this contract shall be retroactive to June 11, 1972, unless otherwise specified.

10. Extracurricular Pay Rate. The extracurricular pay rate for contract faculty members shall be based on the schedule below. These duties are to be performed in addition to the normal teaching load.

6% (of base*)	9% (of base*)	12% (of base*)
Golf coach	Wrestling coach	Basketball coach
Tennis coach	Baseball coach	***Division chairmen
Vocal music	Intramural coordinator	
Instrumental music	**Drama	
Cross-country coach		
Gymnastics coach		

*Base refers to Scale II, starting with a master's degree.
**This assumes a play production load similar to 1969-70. A reduction would place drama on the 6% scale.
***This position rates a reduced teaching load.

11. Lead Instructor/Program Coordinator. Lead instructor and program coordinator are positions the Board may at its discretion authorize if the recommendation of the dean of instruction justifies such a position. These positions do not include supervisory or evaluative responsibilities.

Justification shall be guided by the following general criteria:

a) At least three (3) full-time equivalent instructors within the discipline. (Five part-time positions may be counted as one full-time position.)
b) Expertise different from background of the divisional chairman
c) Other unusual circumstances.

Duties of the Lead Instructor/Program Coordinator. To coordinate for a particular discipline:

a) course outlines
b) selection of textbooks
c) budget
d) articulation with part-time instructors
e) three (3) days advisement at each registration period

The above are only partial descriptors. Variations will be made depending upon subject area.

Rate of Pay

a) Rate of pay should be based on a percentage of the master base:

6% for lead instructor
7% for program coordinator

b) Election Procedure. Lead instructors, program coordinators and any other position below division chairman shall be nominated and elected by the subject area or division concerned. The election shall be by majority vote within a discipline when possible. When it is not possible within a discipline, an election shall be within a division by majority vote.

c) Determination of Position. Lead instructor positions shall be determined by the dean of instruction upon the recommendation of the respective division and forwarded to the president for Board action.

These positions will be reassessed each year. Recommended positions will be submitted to the Board for action prior to May 1 of the academic year.

ARTICLE VI

INSURANCE AND FRINGE BENEFITS

A. Group Health Insurance. An improved program of group health insurance shall be provided for faculty members and their dependents effective October 1, 1972, whereby the Board will pay the entire cost of coverage for faculty members and their dependents. The new plan shall be Blue Cross/Blue Shield Major Medical, H-450, with out patient diagnostic treatment. Board-paid insurance coverage will cease at the end of the faculty member's contract. The employee may elect to remain in the group for two additional months, or October 1, whichever is earliest, by self-payment.

B. Term Life Insurance. Term life insurance shall be provided and paid for by the Board for all faculty members. The amount of coverage of such term insurance for each faculty member shall be $15,000.00 per member. Additional insurance may be purchased by the faculty member at the same rates up to a maximum of $50,000.00 total coverage. The member may purchase insurance in $5,000.00 increments on his spouse at the same rates using the payroll deduction plan.

C. Group Auto Insurance. The Board and the Federation will work to develop an acceptable group auto insurance plan which would permit members to purchase auto insurance through payroll deduction.

D. Credit Union. Faculty members who wish to participate in the Kane County Teachers Credit Union shall be allowed to do so through payroll deduction.

E. Travel Expenses. Effective the beginning of the summer season, 1972, a faculty member shall receive 11¢ per mile, and other reasonable expenses for travel when on College business, including commuting between two campus locations where classes are held during the regular day schedule and including travel for the speakers' bureau. It would not include travel to another location for evening classes.

F. Salary Continuance Insurance. The program will pay 50% of the employee's salary beginning at 31 days after disability or the end of accumulated sick leave, and used in conjunction with state disability and workman's compensation benefits in case he is disabled by accident or poor health. Benefits would extend to age 65 if disability is permanent.

G. Sheltered Annuity Program. The Board will approve tax sheltered annuities with acceptable companies and will handle the necessary bookkeeping for the program. Staff members interested in this benefit should contact the dean of business services for additional information. Tax sheltered programs must be 100% tax sheltered and are not to include non-tax sheltered insurance as a part of the program.

H. Tuition Waiver. The Board will work with the staff to obtain legislation to secure tuition waiver rights. If notified at least one day in advance of registration, all faculty members and/or family members under the same roof will be guaranteed placement in a requested course.

I. Dues Checkoff. At the faculty member's written request, the business office will make available a dues checkoff. The checkoff must be uniform for all members of the Federation.

The Federation agrees to indemnify and hold the College harmless against any and all claims, suits, orders or judgments brought or issued against the College as a result of any action taken or not taken by the College under the provisions of this section.

J. Course Reimbursement. Faculty members shall be reimbursed for graduate courses beyond the master's degree or other courses approved by the dean of instruction and taken at other recognized institutions of higher learning at the rate of $25 per semester hour up to a maximum of $250 per College fiscal year (July 1 through June 30). The last school day of the course shall determine the respective fiscal year for payment.

K. Waubonsee Community College Course Reimbursement. Faculty members will be reimbursed for a maximum of one course per semester for courses taken at Waubonsee Community College which are approved in advance by the dean of instruction. These courses must improve the instructor's ability in his teaching field. Those courses which meet the requirements of graduate courses of an approved institution of higher learning may be used for credit on the salary schedule when approved for same by the dean of instruction. All such approval must be received in advance. No credit will be given for courses taken prior to this contract.

ARTICLE VII

CONDITIONS OF EMPLOYMENT

A. Class Size

1. Both parties agree that class size can be a significant variable in all types of instruction. Class size maximums shall be determined by a decision made jointly with the faculty members of the division and the dean of instruction.

2. No faculty member shall be required to teach classes beyond an 8 1/4 hour period Monday through Friday as a part of a regular teaching load. In an emergency situation, a longer time period may be assigned with the written permission of the faculty member.

3. The load formula for large group instruction is illustrated in the appendix.

B. Teaching Load

1. Teaching load. The normal teaching load for a full-time faculty member shall be 14-16 semester hour equivalents per semester and a two semester load of 30 semester hour equivalents. Types of overload and payments for overload are specified under "overload" in this contract.

   a. Lab-Activity-Studio. Courses of a laboratory or activity nature shall be credited at a load ratio of one .75 lecture hour to one (1) lab-studio hour.

   b. Vocational lecture-lab courses shall be credited at a load ratio of .85 to one (1) lecture-lab hour.

2. Divisional released time. Chairmen of social sciences, natural sciences, and physical education divisions will receive six lecture equivalents for performing their administrative duties. Chairmen of business and humanities divisions will receive nine lecture equivalents for administrative duties. The athletic director will receive three lecture equivalents for these duties.

   NOTE: The above released time equivalents are not present practice in some cases. Final details on division chairmen released time are to be worked out in conference with the dean of instruction, division chairmen and chief negotiator for the Federation. Their decisions will supersede the above paragraph.

3. Released time for research, curriculum development, etc. Released time for research, curriculum development or other professional duties shall be assigned to a faculty member as part of his regular teaching load during the academic year only with the approval of the faculty member concerned and with the approval of the division chairman and the dean of instruction.

4. Extracurricular activities. Faculty members may participate in extracurricular activities on a voluntary basis. All faculty members are expected to assume responsibility for a reasonable amount of extracurricular duties. Examples of such responsibilities include serving as club advisers, attending student activities, and serving on faculty committees.

5. Priority will be given to full-time faculty members for all extracurricular activity involving reimbursement, e.g., athletic events, etc.

C. Division course schedules. A proposed schedule of division course offerings for each semester or term shall be initially prepared by the division chairman and referred to the members of the division for their approval.

D. Teaching programs

1. Scheduling of courses and hours shall be determined by the dean of instruction and division chairman in consultation with the faculty member subject to the limits established by provisions of this Agreement. A faculty member shall be assigned no more than three preparations per semester as part of his regular program. Additional preparations may be assigned a faculty member only upon his written permission. A faculty member shall be notified of his tentative program at least thirty (30) days before the end of the preceding semester. Changes in a faculty member's program may be made if emergencies arise, and such changes shall also be in writing and dated and signed by the division chairman. In making the necessary changes due to emergencies, the division chairman shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.

2. Faculty members shall be present on campus for all professional duties and obligations, including classes, divisional meetings, faculty meetings called by the president, and student conference hours. Each faculty member shall schedule a minimum of five (5) hours for student conferences per week. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.

3. A faculty member's regular teaching program, or other duties, shall be scheduled within a maximum 8 1/4 hour work day. Where exceptions to the 8 1/4 hour per day limit are necessary, and are approved by the faculty member in writing, the faculty member's schedule for the week shall not exceed a total of twenty-five (25) hours for a regular program.

4. A faculty member shall be assigned no more than one night class per semester as part of his regular full-time teaching load without his written permission.

E. Determination of Teaching Assignments

1. Qualifications to teach. The qualification of a faculty member to teach specific courses or in particular fields shall be determined by any one or more of the following:

   a) teaching field specified in the employment contract
   b) number of years of teaching experience in his field
   c) graduate degrees or special competence is demonstrated or graduate work amounting to at least fifteen (15) hours in the field
   d) where a faculty member cannot qualify to teach in a particular field on the basis of the above criteria, and where no graduate academic preparation is possible, relevant outside work experience will be employed

2. Scheduling of courses and assignments to regular academic programs during the academic year shall be determined by the dean of instruction and division chairmen working with the faculty members. Every effort will be made to complete this work at an early date since it must be available for the printing of the new semester schedule.

3. Full-time contractual faculty members shall have priority for voluntary overload teaching assignments in the following order: tenured, non-tenured. Approval of the dean of instruction is required for non-tenured, outside employees and overloads beyond three (3) semester hours per semester for all employees.

4. Where extra work is available in a division, a list of such extra work shall be posted and routed by the dean of instruction and division chairman in that division as soon as the information becomes known.

F. Registration Duties and End-of-Semester Activities

1. Advisement duties

The Waubonsee Community College student-centered philosophy suggests that academic advisement is an inherent part of a faculty member's responsibility. This responsibility is enhanced by direct communication between faculty member and student. The following mechanics suggest optimum use of faculty member's time and expertise dependent upon student needs. Needs may vary with students.

2. Registration duties

Each faculty member is expected to assume the responsibility of two days on campus per semester for student registration duties. A minimum of one of these days per semester is to be scheduled within the student

registration area. The division chairmen will be responsible for arranging appropriate office and registration area schedules for members of their respective divisions.

The division chairmen are primarily responsible for faculty registration duties within the registration area. The division chairman may allow a faculty member to substitute office advisement in lieu of required time in the registration area when the division chairmen find that the enrollment does not warrant the faculty member's help in the registration area.

The division chairmen will be responsible for scheduling of up to one day of registration duties as needed for summer school faculty members.

Faculty members shall not be assigned clerical duties during registration periods. All pre-registration and post-registration duties shall be handled exclusively by the counseling department and administrative staff. This does not preclude academic advising in the course of the normal day.

3. End-of-semester and summer session activities

Duties of faculty members during the end-of-term period shall consist of final examinations, grading and recording of grades, and submission of grades to the Office of Admissions and Records at the time mutually agreed upon by the administration and Federation.

G. Academic year and calendar

1. Semester system. The academic year shall consist of 36 weeks divided into two semesters of 18 weeks each. Each semester shall consist of no more than sixteen (16) weeks of scheduled classes which fall within the weeks of instruction.

2. Summer session. The Board may schedule an eight week summer session. The Board will notify the faculty by March 1 if a summer session will be held.

3. School calendar. The dean of instruction, working with division chairmen and faculty members appointed by the WCCFF, will determine the school calendar which, in turn, will be submitted to the Board for final approval.

H. Policy for Appointment, Retention and Dismissal of Faculty

1. Appointments defined

a. Temporary - an appointment for a specified period of time to and including one academic year may be considered as "temporary."

Temporary appointments include appointment for work on a special project which has a terminal date, appointment to fill a vacancy for a regular instructor on leave, appointment for a teaching position after age 65, appointment to a teaching position which is less than one-half time and appointment to hourly payment teaching assignments.

Salary and working conditions will be stipulated as a part of the temporary appointment contract.

b. Non-tenured - an appointment as a probationary member of the faculty shall be considered a "non-tenured" appointment. Such an appointment will be for the length of time specified in the contract.

c. Tenured - an appointment as a continuing contract member of the faculty shall be considered a "tenured" appointment. Tenure is granted upon the awarding of the fourth consecutive full-time contract.

The College president shall inform non-tenured faculty of his intent to recommend their tenure appointment to the Board by February 1 of the year in which they are eligible for tenure.

Service as a non-tenured appointee shall count toward a tenured appointment only when the faculty member has performed his duties for at least seventy-five (75) per cent of the working days specified by the contract interval.

2. Termination of appointments

a. Temporary - Temporary appointments are made for a specified period of time and expire without notice on the termination date of the contract.

b. Non-tenured - Termination of non-tenured appointments shall be made whenever just and sufficient cause exists. Among the causes for termination are:

(1) retrenchment
(2) physical or mental incapacity
(3) unsatisfactory performance of contracted services
(4) unprofessional conduct
(5) falsification of professional credentials or employment applications

Procedures for termination of non-tenured appointments
(first, second and third year)

(1) As soon as practicable, but not later than March 1, persons whose contracts may not be renewed shall be so notified and may discuss bases for dissatisfaction with the appropriate dean. A

written summary of this conference shall be placed in the instructor's personnel file. An additional conference may be granted to the faculty member to discuss the situation and remedial actions.

(2) Not later than March 7, written notice of intent to terminate employment shall be presented to the faculty member by the College president. This notice shall be served personally or by registered mail. All reasons for termination shall be included in the notice at the request of the concerned faculty member.

(second and third year)

(3) Except for termination because of retrenchment or physical or mental incapacity, the faculty member may request a hearing before the Faculty Professional Standards Committee. The request for such a hearing must be submitted to the College president in writing not later than March 14. Upon receipt of the request, the College president will notify the chairman of the Committee.

(4) This committee will meet not later than March 21 and will notify the faculty member and College president of the meeting time and place. The Committee shall be entitled to access to the faculty member's evaluation and conference reports and termination of employment notice. The faculty member may request an appearance before the Committee and/or he may submit a written statement to the Committee.

(5) Upon completion of its meeting, the Committee shall submit a report or recommendation to the College president. A copy of this report shall be submitted to the faculty member.

(6) If the Committee recommends a hearing before the College Board, the hearing shall be conducted on or before April 21. The hearing shall be open at the request of the faculty member or the Board. The faculty member shall have the right to representation by counsel and/or the WCCFF.

c. Tenured - Termination of tenured appointments shall be made whenever just and sufficient cause exists. Among the causes for termination are: (refer to 2-b above)

Procedures for termination of tenured appointments

(1) Persons whose tenured appointment may be terminated shall be so notified and may discuss bases for dissatisfaction with the appropriate dean. If the causes for possible termination are considered remediable, the faculty member will be given reasonable warning in writing, stating the causes which, if not removed, may result in charges.

(2) Termination of a tenured appointment does not become effective until approved by a majority vote of all members of the Board upon specific charges and after a hearing, if a hearing is requested in writing by the faculty member within 10 days after the service of notice as herein provided.

(3) Written notice shall be served upon the faculty member at least 60 days before the effective date of his termination of service. Such notice shall contain a statement that a bill of particulars will be provided upon receipt of a written request from the faculty member or his attorney within 10 days of receipt of such notice.

(4) If so requested, a bill of particulars shall be delivered to the faculty member within five (5) days after receipt of the request. The request by the faculty member for a hearing or for a bill of particulars may be made by registered or certified mail.

(5) If the faculty member requests a hearing before the College Board, he may also request a hearing before the Faculty Professional Standards Committee. This hearing shall be scheduled by the College president to be held prior to the hearing before the College Board. The Committee must submit a report to the College president for consideration at the Board hearing.

(6) The effective date of the dismissal or removal shall be after November 1, and before the close of the school term. The hearing shall be held and the decision rendered before the effective date of dismissal or removal but at least 10 days shall intervene between the dates of the request for hearing and the hearing itself.

(7) The hearing shall be open at the request of either the faculty member or the Board.

(8) The faculty member has the privilege of being present at the hearing with counsel and of cross-examination of witnesses and may offer evidence and witnesses and present defenses to the charges. The Board may issue subpoenas, requiring the attendance of witnesses at any hearing and, at the request of the faculty member against whom a charge is made, shall issue such subpoenas.

(9) All testimony at any hearing shall be taken under oath. Any member of the Board may administer oaths to witnesses.

(10) The Board shall cause a record of the proceedings to be kept and shall employ a competent reporter to take stenographic or stenotype notes of all of the testimony. One-half of the costs of the reporter's attendance and services at the hearing shall be paid by the Board and one-half by the faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof.

(11) If in the opinion of the Board the interests of the College require it, the Board may suspend the faculty member pending the hearing.

d. Termination of tenured or non-tenured appointments due to retrenchment

(1) If an appointment is to be terminated due to retrenchment, the faculty member shall be so notified by March 15. The faculty member shall, upon request, be placed on leave of absence status without pay. In order to retain this status, the faculty member must make formal application for re-employment by March 15 each year. Failure to apply by the above date will constitute a severance of relationship with the College.

(2) The College will give re-employment priority for a period of two years to an appropriately qualified faculty member who has maintained his leave of absence classification from the date the termination of employment notice was served. Upon expiration of the two-year period, the leave of absence classification will be terminated without notice.

e. Termination of tenured or non-tenured appointments due to physical or mental incapacity

If the reason for termination of employment is physical or mental incapacity, the faculty member shall have an opportunity to submit the statement of a physician of his choice to the College Board. The Board reserves the right to require that the faculty member be examined by a physician designated by the Board.

3. Suspensions

a. Administrative suspensions - For sufficient cause (see 2-b) the College president may administratively suspend a faculty member for a period of up to 24 days. The suspension may be effected by a written statement listing the causes for suspension and the term of the suspension. An administrative suspension will be with full pay and benefits.

b. Board suspensions - Pending the outcome of a specified action (Board hearing for termination of appointment, criminal court action, etc.) the Board may suspend a faculty member. The suspension shall ordinarily be without pay. In the alternative, the Board shall continue salary payments to such member provided he furnishes to the Board a surety bond or other security satisfactory to the Board guaranteeing that he will refund to the Board all salary payment and other benefits received by him during the suspension period in the event that a court of law or arbitrator ultimately determines that the alleged act of misconduct justified such suspension.

4. Faculty Professional Standards Committee

a. The Faculty Professional Standards Committee shall be composed of one faculty member from each instructional division and one at-large faculty member.

b. Prior to October 15, each division shall elect one member and one alternate and shall submit the names of both the member and the alternate to the College president. The WCCFF president shall submit the names of the at-large member and one alternate to the College president.

c. The group shall appoint the chairman of the committee.

d. The committee membership shall serve for one academic year.

I. Other conditions of employment

1. Faculty personnel records. All faculty personnel records shall be maintained under the following circumstances:

a. All personnel records relating to any employee covered by this Agreement shall be kept in his official personnel file, which shall be located in the Office of the President, and no other personnel file or record shall be established or maintained.

b. All personnel records shall be in writing. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member has had an opportunity to read such material. The faculty member shall acknowledge that he had read such materials by affixing his signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he has read the material in question. The signature does not indicate agreement with its content.

c. The faculty member shall have the right to answer in writing any material filed in his personnel file, and his answer shall be attached to the file copy.

d. At his written request, the faculty member shall be furnished, without cost, a copy of any material in his file with the exception of placement papers.

J. Division chairmen. Division chairmen will be appointed for a one-year term by the Board upon the written recommendation of the president and dean of instruction after a written consultation and a division meeting with all members of the respective division. A division chairman may succeed himself. Appointment procedures shall be completed by June 1 of the current year to be effective for the following school year. It is recommended that the duties of the division chairmen be carefully evaluated each year.

Their duties and responsibilities will be the same as outlined in the job description for division chairman for 1970-71.

K. Division budgets. Working with the dean of instruction, each division shall determine its budget. Orders of less than $1,000 may be placed by the division chairman using standard purchasing procedures without Board approval. The business office shall pay all bills provided they are approved by the division chairman and are within the division budget and were purchased through the standard purchasing procedure. The business office will provide the division with a monthly budget statement.

ARTICLE VIII

LEAVES

A. Leaves with Pay. The AAUP Statement on Leaves of Absence is the fundamental position of this Article. Delimitations follow:

1. Sabbatical Leave

a) A committee composed of the dean of instruction and the president of the Federation shall review and recommend to the president the granting of leaves of absence to tenured faculty members for a period not to exceed one academic year, and not less than one semester for resident study, research and writing, travel, or other purposes designed to improve the services of the faculty member to the College. Final approval of the faculty member's leave and plan of study will be made by the Board upon recommendation of the president.

b) A sabbatical leave may be granted at the completion of six or more years of full-time service. A sabbatical leave granted under this section shall be a bar to any further leave hereunder until after the completion of at least six years of additional continuous service. The application for leave shall contain a definite statement of the plan for resident study, research and writing, travel, or other activities to be undertaken, or a combination thereof. If it shall become necessary in the granting of sabbatical leave to choose between two or more applicants whose qualifications are substantially equal, the selection shall be determined first, on the basis of the number of years since the last sabbatical leave taken, and second, on the basis of seniority.

c) A faculty member on sabbatical leave shall receive one-half his full base salary for an academic year leave or full pay for one-half year sabbatical leave. The number of faculty members who will be permitted to take sabbatical leave each academic year shall not exceed three per cent (3%) of the faculty members in the College and not more than one from a division. The deadline date for sabbatical leave applications will be May 1. If the number of sabbatical leaves granted to May 1 applicants is below three per cent (3%) of the total of faculty members, the president shall report the reasons therefore to the Board, and shall notify the faculty members that additional applications for sabbatical leave may be made up to June 1.

d) Upon the expiration of leave granted pursuant to this section, the faculty member shall be returned to his teaching position or its equivalent. If he refuses to accept this position, the salary paid to him plus the value of other fringe benefits shall be repaid to the Board within a reasonable period of time. This period of time, and the method of repayment shall be agreed to in writing prior to the

starting of the sabbatical leave. The faculty member on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted or is approved by the Board.

e) When a sabbatical leave is granted, the absence shall not be construed as a break in service for any purpose and the faculty member would advance one, and not more than one, vertical step on the schedule if the sabbatical leave is for a full year.

2. Sick Leave

a) A full-time faculty member shall be entitled to 17 days sick leave for the first year and 17 days per year thereafter, with a maximum accumulation of 120 days.

Sick leave shall be interpreted to mean personal illness or serious illness of the immediate family. Immediate family shall be construed to mean the member's spouse, children or parents. Absence due to serious illness of a family member may require verification by his physician.

Sick leave may be used for absence occasioned by death in the immediate family. Immediate family shall include children and the parents, brothers or sisters of the member or spouse.

Faculty members beginning full-time employment subsequent to the beginning of the academic year shall be granted a bank of sick leave prorated on the above basis for the remainder of the academic year. Sick leave may be used during any period in which the faculty member is on employed status. Deductions from a faculty member's bank of accumulated sick leave shall be made only after absences on days during which a faculty member is actually absent from classes or other assigned duties, except for an absence for an entire week in which case the deduction shall be for an entire week.

b) Accumulation of sick leave. A faculty member can accumulate 120 sick leave days with pay. A tenured faculty member who has exhausted accumulated sick leave may be advanced up to 17 days of additional sick leave, provided that any faculty member who leaves the employment of the Board while owing for sick leave advanced in the past shall repay the Board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him.

c) Payment for unused sick leave. Upon retirement from the WCC faculty at age 55 or later, or after 15 years service with the College, a faculty member shall be reimbursed for 25% of his accrued sick leave. Should death occur while he is under contract, the total accumulated sick leave would be paid in a lump sum to his spouse or estate.

d) Covered classes. There shall be no charge against a faculty member's sick leave bank if another faculty member volunteers to cover his class without being paid for the class, if the sick member has exhausted his available sick leave. If a member's class is proctored by another full-time faculty member at no cost to the College, there will be no deduction from the sick member's sick leave bank.

3. Leaves for personal business. Each faculty member shall be granted two days personal leave when approved by the division chairman within the guidelines established in Section 2.05.05 of the 1970-71 faculty handbook. This reads as follows:

Personal leave days may be granted for legitimate business, professional, religious or family obligations which the member cannot meet outside the regular school day. Granting of personal leave is not accumulative and is not to be granted for the purpose of seeking employment elsewhere. The general reason for the request shall be stated and reviewed on its merits.

Examples of situations which would be covered by personal leave are: court and legal hearings, funeral of close friend or relative not covered under sick leave, sickness of children or spouse not covered under sick leave, major moving which cannot be postponed, business transactions which cannot be postponed or scheduled for a weekend, extended routine physical examination requiring a full day, absence for religious observance of a liturgical holiday, etc.

4. Leaves of absence to attend professional meetings or to receive university degrees

Purpose - The president shall have the authority to approve short leaves of absence with pay to permit faculty members to attend professional meetings, receive a higher degree from a college or university, or for other purposes which the president feels would contribute to the professional growth and development of the faculty member and contribute to the welfare of the College.

5. Special leaves of absence with pay

a) The president may approve short leaves of absence with pay not to exceed three days to permit a faculty member to attend the funeral of a deceased parent, spouse, child, brother, or sister. The president may approve a two-day extension at his discretion.

b) Jury duty or court attendance. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sum of money they receive in compensation for such duty or attendance.

B. Leaves of absence without pay

1. Professional leaves of absence

a) The president may grant a faculty member upon his request up to one year's leave of absence without pay, and up to an additional year's leave upon request, for advanced study, research or writing, exchange teaching, travel, or any other professional experience which is related to his field of teaching or employment or which will improve his professional competence.

b) Applications for professional leaves shall be filed with the president not later than March 1 or November 1, preceding the semester that the leave shall become effective. Requests for extension of professional leaves of absence must be made in writing at least sixty (60) days before the termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

c) Benefits of rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his return. When a faculty member returns from leave, under this section, he shall be credited with any advancement on the salary steps that he would have been granted had he been continuously employed, not to exceed one vertical step.

d) A faculty member returning from a professional leave shall have the right to return to the division which he left and to the position he formerly occupied if possible. While a full-time faculty member is taking a professional leave of absence, the College board must hire an instructor on a temporary basis to fill the vacancy. The faculty federation will not interfere with the College Board in termination of the temporary faculty member's contract provided the above guidelines are followed.

e) No more than three per cent (3%) of the faculty members of the College may be granted professional leaves in any academic year and not more than one faculty member from a division may be on leave at one time.

f) All benefits available to faculty members may be continued by the faculty member during this leave.

2. Maternity Leave

a) A faculty member who is pregnant may continue to teach up to the date specified by her personal physician. If she applies for a maternity leave she shall be granted a maternity leave of absence without pay for a period not to exceed two years. Maternity leave granted to a non-tenured faculty member shall not extend beyond the termination date of her current contract. A faculty member on maternity leave

shall notify the College of her intent to return to work at least 60 days prior to the return date and she shall return only at the beginning of a semester. A maternity leave may be renewed for a period so that the total leave is no more than two (2) years in the event another pregnancy occurs while the faculty member is on the maternity leave. She shall suffer no loss in existing salary placement but there will be no step increase during maternity leave. A maternity leave may be terminated at the request of the faculty member and permission of the Board.

b) A faculty member on maternity leave will be eligible for the various applicable fringe benefits if paid for by the faculty member. Failure to return to employment upon termination of the leave shall constitute termination of employment.

c) Maternity leave of one year may be granted to a faculty member who adopts an infant under the age of six months.

d) The faculty member shall have the right to return to her former position or its equivalent at the College. While a full-time faculty member is taking a maternity leave of absence, the College Board must hire an instructor on a temporary basis to fill the vacancy. The faculty federation will not interfere with the College Board in termination of the temporary faculty member's contract provided the above guidelines are followed.

3. Military, Peace Corps and Vista Leaves

a) A faculty member who is drafted or otherwise called to active duty, or who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency, shall be granted a military leave for the duration of such war or national emergency. He shall be entitled to return to his position or its equivalent. Application must be made within sixty days following his discharge from the service. While a full-time faculty member is on a military, Peace Corps or Vista leave, the College Board must hire an instructor on a temporary basis to fill the vacancy. The faculty federation will not interfere with the College Board in termination of the temporary faculty member's contract provided the above guidelines are followed.

b) Restoration shall include any advancement in salary steps that the faculty member would have been granted had he been continuously employed up to a maximum of two vertical steps for military service.

c) A faculty member who leaves his position to serve with the United States Peace Corps or Vista in lieu of military service will be afforded the same benefits.

d) A faculty member may take short leaves of absence to perform temporary active duty with Reserve or National Guard units. During such leave of absence and while engaged in the performance of such military duty, a faculty member will be paid his basic salary provided he remits to the Board any sums of money paid to him as compensation for the performance of such military duty.

4. Special Leaves of Absence

The president may grant a leave of absence without pay for a period of not to exceed five (5) months to a faculty member who applies for such leave because of serious illness of a member of his immediate family or for other good and sufficient cause. Such leaves may be extended for periods of up to an additional five (5) months upon application. Such periods of absence up to one year shall not be considered a break in service insofar as seniority is concerned. A faculty member returning from such leave not exceeding one year shall have the right to return to his former position or its equivalent. He shall return to same salary step level he was on prior to the leave. While a full-time faculty member is on special leave of absence, the College Board must hire an instructor on a temporary basis to fill the vacancy. The faculty federation will not interfere with the College Board in termination of the temporary faculty member's contract provided the above guidelines are followed.

A faculty member on special leave will be eligible for the various applicable fringe benefits if paid for by the faculty member.

ARTICLE IX

GRIEVANCE PROCEDURE

It is the declared objective of the Federation and the Board to encourage the prompt and informal resolution of complaints of faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted under the following grievance and/or arbitration procedures.

B. Procedure. Should any difference arise between the Board and any faculty member of the Federation with respect to the meaning, interpretation, or application of a specific and identified provision of this Agreement, it shall be resolved in accordance with the following procedure:

Step 1 - Conference with Division Chairman

Earnest effort shall be made to settle such complaints and disputes between the aggrieved faculty member and his division chairman. At any conference called under this provision, the faculty member may be accompanied by a Federation representative and the division chairman may be accompanied by another division chairman.

Step 2 - Appeal to the Administrative Dean

If Step 1 does not provide a satisfactory solution within a period of five (5) school days, the grievant and members of the Grievance Committee of the Federation may appeal to the administrative dean. The grievance shall be submitted in writing and the administrative dean will schedule a conference on the matter. This conference shall take place within five (5) school days after the written grievance has been presented. The administrative dean will advise the faculty member and the Grievance Committee of the Federation concerning the time and place scheduled for the conference. The administrative dean shall communicate his written decision to all parties concerned within 10 school days following the presentation of the grievance.

Step 3 - Appeal to the President

If the grievance is not resolved through conference with the administrative dean, the faculty member and members of the Grievance Committee of the Federation may appeal to the president of the College. This appeal shall be made in writing within five (5) school days of receipt of written notice of the administrative dean's decision and shall state the nature of the

grievance, the disposition offered by the administrative dean and the reasons why such disposition is unsatisfactory. The president will schedule a conference on the matter and advise the faculty member and the Grievance Committee of the Federation of the time and place of the conference. The president shall communicate his decision, in writing, to the aggrieved faculty member and the Grievance Committee of the Federation within 10 school days of the receipt of the written appeal.

Step 4 - Appeal to the Board

The next appeal on any grievance shall be to the Board. The decision to appeal the president's decision shall be made within five (5) school days following receipt of the president's decision. The president and the Board shall be given written notice of the decision to appeal the president's decision within the above five-day period. The written grievance together with the complete written case history shall be presented at the first regular Board meeting following the decision to appeal provided the regular meeting is scheduled within two weeks, otherwise a special Board meeting shall be called. The grievance shall be presented by the faculty member or his designee who may be accompanied by members of the Grievance Committee of the Federation and the president of the WCCFF. The Board decision shall be communicated in writing to the aggrieved faculty member and to the Federation within 15 school days after the presentation of the written grievance.

Step 5 - Arbitration

A grievance which was not resolved at the Board level under the grievance procedure may be submitted by the Federation only to an arbitrator for decision if it involves the application or interpretation of this Agreement. The Federation's request for arbitration must be made to the Board in writing within ten (10) school days after the Board's decision in Step 4.

The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said five-day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators.

Both the Board and the Federation shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The remaining person shall be the arbitrator, and he shall be notified of his selection by a joint letter from the Board and the Federation requesting that he set a time and place for the hearing; subject to the availability of the Board and the Federation representatives.

The decision of the arbitrator will be accepted in good faith as final by the parties to the grievance, and both will abide by it. The arbitrator shall limit his decision strictly to the application and interpretation of the provision of this Agreement as they apply to the specific grievance presented, and he shall be without power or authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

The arbitrator shall issue his decision not later than twenty (20) days from the date of the closing of the hearings, or if oral hearings have been waived or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

The administration or the Board may initiate a grievance. The same procedure detailed above shall be available to them as to the faculty member. Similar steps shall be followed as for a complaint originating with a faculty member, except the position of the parties in each step shall be reversed.

The mutual fees or expenses for the arbitrator should be paid equally by the Board and the Federation. All other costs will be paid by the party incurring same.

The Federation, upon request, must represent all teaching personnel in the bargaining unit; however, any faculty member or group of faculty members has the right to present a grievance and seek adjustment without the intervention of the Federation representative.

C. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Federation or Board to proceed to the next step.

2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

3. Wherever written grievances are appealed to the Board, certified mail to the Board at its headquarters shall meet all service requirements hereof, except that personal service duly receipted, shall also be adequate service.

D. Federation grievances. The Federation has the right to initiate or appeal a grievance involving alleged violation of this Agreement. Such grievance shall be initiated with the president or where appropriate with the Board. When such grievance is filed by the Federation, earlier steps of the grievance procedure shall be unnecessary, but in all other respects the grievance procedures above described shall apply to the Federation grievances, except that written answers made by the president need be served only upon the Federation.

ARTICLE X

SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members in the bargaining unit for the period of June 11, 1972, through June 10, 1973. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by the Board or Federation during the life thereof. The Board agrees that during the period of this contract, it will take no action changing a uniform, major, past practice including any item not covered by this contract and which applies to a majority of the members of the bargaining unit until there has been serious discussion with the Federation president or his representatives. This serious discussion must take place at least two weeks prior to Board action. If there is official Federation objection, the Board will remove those objectionable parts or submit the objectionable issues to binding arbitration. Costs will be shared as described in the contract grievance procedure.

ARTICLE XI

CONFORMITY TO LAW-SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XII

MANAGEMENT RIGHTS CLAUSE

The Waubonsee Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Illinois, and of the United States, including, but without limiting the generality of the foregoing, the right

A. To the executive management and administrative control of the College, its properties and facilities.

B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees under the conditions and according to the procedures outlined in this contract.

C. To approve curriculum and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE XIII

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written between the College and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XIV

PROCEDURES FOR FUTURE NEGOTIATIONS

A. Commencement of negotiations. Negotiations between the Board and Federation representatives for a subsequent Agreement will commence no later than March 15, 1973, upon request of either party, with a goal of June 10, 1973, for the completion of negotiations.

B. Released time for Federation negotiators. The Board, recognizing the Federation's vital contribution to the welfare and successful functioning of the College, agrees to assign the members of the Federation negotiating committee to a minimum committee assignment.

ARTICLE XV

DURATION

This Agreement shall be effective as of June 11, 1972, and shall continue in effect and full force through June 10, 1973.

Entered into by and between the Board of Junior College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle and Will, State of Illinois, and the Waubonsee Community College Faculty Federation as collective bargaining agent for those faculty members in the bargaining unit described in Article I, Section A, hereof, this _____ day of _____, 1972.

Board of Junior College District No. 516,
Counties of Kane, Kendall, DeKalb, LaSalle
and Will, State of Illinois

By _____
College Board Chairman

By _____
College Board Secretary

Waubonsee Community College Faculty Federation

By _____
Federation President

By _____
Federation Negotiator

By _____
Federation Negotiator

WAUBONSEE COMMUNITY COLLEGE
1972-1973 SALARY SCHEDULE

Step	Scale I BA	Scale II MS	Scale IIA MS + 10	(1.05) Scale III MS + 20	Scale IIIA MS + 30	(1.11) Scale IV MS + 40	Scale IVA MS + 50	(1.18) Scale V MS + 60	Scale VA MS + 70	(1.26) Scale VI Dr.
1	8805	9335	9569	9802	10082	10362	10689	11015	11389	11762
2	9157	9708	9952	10194	10485	10776	11117	11456	11845	12232
3	9523	10096	10350	10602	10904	11207	11562	11914	12319	12721
4	9904	10500	10764	11026	11340	11655	12024	12391	12812	13230
5	10300	10920	11195	11467	11794	12121	12505	12887	13324	13759
6	10712	11357	11643	11926	12266	12606	13005	13402	13857	14309
7	11140	11811	12109	12403	12757	13110	13525	13938	14411	14881
8	11586	12283	12593	12899	13267	13634	14066	14496	14987	15476
9	12049	12774	13097	13415	13798	14179	14629	15076	15586	16095
10	12531	13285	13621	13952	14350	14746	15214	15679	16209	16739
11	13032	13816	14166	14510	14924	15336	15823	16306	16857	17409
12	13553	14369	14733	15090	15521	15949	16456	16958	17531	18105
13		14944	15322	15694	16142	16587	17114	17636	18232	18829
14				16322	16788	17250	17799	18341	18961	19582
15						17940	18511	19075	19719	20365
16										21180

Legend:

I Bachelor's degree or competency in occupational field

II Master's degree or bachelor's degree plus two years acceptable experience in occupational field

III Master's degree + 20 semester hours or master's degree + two years acceptable experience in occupational field

IV Master's degree + 40 semester hours or master's degree + 20 semester hours + two years acceptable experience in occupational field

V Master's degree + 60 semester hours or master's degree + 40 semester hours + two years acceptable experience in occupational field

VI Doctorate degree

(MFA is equated to MA + 20. The 10-hour intermediate steps are based on one-half the difference between major (20-hour) steps.)

NOTE: The vertical step increase on scales is computed on a 4% increase between steps.

Adopted by Board - September 19, 1972

LOAD RATING FOR LARGE GROUP INSTRUCTION

Teacher load weightings for classes assigned to the large group instruction classroom are as follows:

1. Repeat assignments for any one instructor would have the same weighting as the first time through.

2. Based on the number of students shown on the end of registration report, the teacher load would be as follows:

Number of Students Range	Load Rating	Small Groups	3-hour Course: Cumulative Load	3-hour Course: No Small Groups
37-48	1.4	2	4.8	4.2
49-72	1.4	3	5.8	5.2
73-96	2.0	4	8.0	6.2
97-120	2.0	5	9.0	7.2
121-140	2.3	6	10.6	8.2

LOAD RATING FOR SMALL GROUPS

Number of Groups	1	2	3	4	5	6
Instructor Load	1	2	3	4	5	6

Small groups shall be no larger than 24 without the written consent of the instructor.

The large group instructor and small group instructors not assigned to teach in the large group instruction area will be expected to attend and participate in one coordination per week.

Large group instruction classes will be assigned by the dean of instruction who shall assess the assignment after consultation with the instructors involved. Instructor assignment to large group instruction without small groups shall be on a voluntary basis.